

MEMORANDUM OF AGREEMENT  
BETWEEN  
FORT HUACHUCA DIRECTORATE OF EMERGENCY SERVICES  
AND OFFICE OF THE SHERIFF, COCHISE COUNTY JAIL

I. PURPOSE. This Memorandum of Agreement (MOA) is designed to ensure that all military prisoners confined in the Cochise County Jail are held in accordance with the provisions of applicable regulations.

II. REFERENCES. This MOA incorporates the provisions of Army Regulation 190-47, dated 15 June 2006.

III. Responsibilities:

A. Fort Huachuca Directorate of Emergency Services (DES). As the Command's primary law enforcement agency, the Directorate of Emergency Services will ensure that Fort Huachuca correctly and efficiently, apprehends, and confines all prisoners according to applicable laws and regulations. In discharging this responsibility, the Directorate of Emergency Services and the personnel under his professional oversight will:

(1) Coordinate with the Office of the Staff Judge Advocate, as appropriate, to ensure all confinement orders, charge sheets and any other necessary documents needed to confine Soldiers from the Fort Huachuca area of responsibility are provided. All confinement orders will indicate the status of the prisoner, whether pretrial or post-trial, for the purpose of correct segregation in accordance with Army Regulation 190-47.

(2) Jail per-diem charges; The DES will coordinate with the Office of the Staff Judge Advocate to ensure that a responsible official from the DES is named as the point of contact for billing purposes. The DES will validate all fees and services provided prior to making payment.

(3) Coordinate with the Office of the Staff Judge Advocate to ensure that the facility is notified in advance of any prisoner to be placed into confinement in the jail facility and any prisoner to be brought out of the jail facility.

(4) Coordinate with the parent unit of the Soldier to be confined to ensure that two escorts, one driver, and a government owned vehicle are provided for each prisoner to be transported to and from the jail. Designated unit personnel will be responsible for completion of all necessary jail forms (sign in, sign out, emergency notification)). Advise Command of confined Soldier of their duties to check on the welfare of the Soldier as required by regulatory guidance.

(5) Provide necessary instructions and equipment in accordance with Army Regulation 190-47 for the proper security, safety, and transportation of prisoners to assigned escorts and drivers.

(6) DES will conduct announced and unannounced inspections of the jail facility. Inspections will address the general condition of the facility, e.g. overall cleanliness, prisoner

conditions, etc. Inspections will be performed in accordance with the standards set forth in Army Regulation 190-47.

(7) DES will contact the jail facility on a daily basis either in person or via telephone to obtain a status report of any military prisoners. Matters of concern during this reporting session will be prisoner issues and general information regarding federal prisoners. The daily report will include the total number of prisoners, classification-pretrial or post-trial, officer, or enlisted, and male or female. The report will also identify any problems with any of the prisoners, to include health problems, discipline problems, etc.

B. Office of the Sheriff, Cochise County, as the servicing organization will ensure that:

(1) The jail facility is a member in good standing with the American Jail Association and the American Correctional Association and is maintained in accordance with the Arizona Jail Standards adopted by the Arizona Sheriff's Association and the Arizona Counties Insurance Pool. Facility meets the standards required to house prisoners for the US Marshal's Service. These standards are based on legal requirements and sound corrections practice.

(2) Immediate notification is sent to the Director of Emergency Services (520-533-3000/desk-sgt@us.army.mil) , Fort Huachuca, or his designee in the event any prisoner incident such as medical emergencies, fights, or other exigent circumstances not otherwise described in this agreement.

(3) Each military prisoner is furnished three (3) meals (including two hot meals) per day (each 24-hour period) consistent with the standards the facility is required to meet in feeding its civilian prisoners and other federal prisoners. A qualified nutritionist or dietician ensures meals meet the nationally recommended allowances for basic nutrition.

(4) Provide mail services for the military prisoners consistent with the standards the facility is required to meet for its civilian prisoners and other federal prisoners. The jail facility will provide a copy of the institutions policy/procedure to DES, Fort Huachuca within thirty days of the signing of this agreement.

(5) Furnish all health and comfort items consistent with the standards provided to civilian prisoners and other federal prisoners.

(6) In emergency cases, the jail facility will obtain/or furnish military prisoners emergency care. Emergency is defined as a serious illness of life threatening injury. In the event a military prisoner is admitted to any medical facility for treatment, the military will take custody of their prisoner within twelve hours of being contacted by the Jail Commander or his designee. The military will be responsible for their cost of any medical services provided to the prisoner.

(7) Provide space for confidential, face to face meeting between prisoners and their respective counsel and/or military chain of command representatives.

(8) Provide the appropriate treatment and care of all prisoners in accordance with State and federal law.

(9) Provide appropriate housing for military prisoners.

(10) Supervise and control all military prisoners confined in the jail facility.

(11) When possible implement controls to ensure that Military pretrial (detained) and Military post-trial (sentenced) prisoners are not integrated in the same cell for any purpose. Precautions will be taken to ensure that interactions between Military pretrial and post-trial prisoners will not occur. All integration prohibitions apply to both officer and enlisted prisoners. Male and female prisoners will not be integrated. Exercise due diligence under the parameters of 10 U.S.C. sec. 812, this facility will not house military prisoners with foreign nationals in the same cell but may be housed in the same pod (housing unit) and possibly have interaction with foreign nationals.

(12) The jail facility will establish policy, procedure and religious support where prisoners have the opportunity to participate in practices of their faith deemed essential by the faith's judicatory. Practices of religious faith must not cause disruption to the order and discipline within the institution and/or pose a threat to the safety of persons involved.

(13) Pretrial prisoners are not required to perform any work other than cleaning their own cell area to published standards. Under no circumstances will pretrial prisoners supplement the prisoner work force.

(14) Permit visitation to the following individuals as outlined below.

(a) Director of Emergency Services Representative: 24 hours per day

(b) Chaplain: During normal military duty hours (0600-1800)

(c) Prisoner Counsel: During normal military duty hours (0600-1800) with 30 minute notice. The jail facility will receive calls from prisoner counsel and inform the prisoner that their counsel has attempted to contact them. Prisoners will then be permitted to make prisoner initiated telephone calls to their counsel during normal duty hours (0600-1800) daily except holidays, as allowed in military confinement facilities.

(d) Military Prisoner's Commander or Authorized Representative: During military duty hours (0600-1800) subject to 3 hours advance notice and if at all possible notify the Jail Commander the day prior.

(15) In the event that documentation pertaining to a released or transferred prisoner is left at the jail facility (regardless of reason), the jail facility will be responsible for forwarding the documentation to the gaining facility, unit, or the prisoner's forwarding address within three (3) days of receipt of notification.

C. Both parties agree that:

(1) The Jail Per Diem Study conducted yearly determines the cost to house an inmate and changes on a yearly basis. The current rate is: First day \$224.10, each additional day \$65.56. No appropriated funds of the Army are obligated by this agreement. This agreement will not be used as a contract to purchases services. Required services will be purchased by means of the Government Purchase Card by authorized Army personnel.

(2) The jail facility will reserve the right to refuse to accept a prisoner for any reason. In the event that the jail facility refuses a prisoner, the Jail Commander, or his representative will directly contact the Director of Emergency Services, or his representative.

(3) All terms and agreement made in this document will be adhered to at all times.

IV. EFFECTIVE DATE AND MODIFICATIONS. This agreement shall become effective upon execution, and shall remain in effect for 3 years from this date. Any modification to this MOA shall be made in writing, and are subject to the concurrence of both parties.



Timothy L. Faulkner  
Colonel, US Army  
Commander, US Army  
Garrison  
Date:

Richard Searle  
Chairman,  
Board of Supervisors  
Date:



Larry A. Dever  
Sheriff,  
Cochise County  
5-10-12  
Date:

Terry Bannon  
Deputy County Attorney  
Cochise County  
Date: 5/10/12